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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
10/795,807	03/08/2004	Salar Arta Kamangar	Google-40APP (GP-092-00-U	7711

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EXAMINER	
LASTRA, DANIEL	

ART UNIT	PAPER NUMBER
3688	

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Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

Office Action Summary	Application No.	Applicant(s)	
	10/795,807	KAMANGAR ET AL.	
	Examiner	Art Unit	
	DANIEL LASTRA	3688	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE *3* MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

1)☒ Responsive to communication(s) filed on *23 April 2010*.

2a)☒ This action is **FINAL**. 2b)☐ This action is non-final.

3)☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

4)☒ Claim(s) *1-66* is/are pending in the application.

4a) Of the above claim(s) _____ is/are withdrawn from consideration.

5)☐ Claim(s) _____ is/are allowed.

6)☒ Claim(s) *1-66* is/are rejected.

7)☐ Claim(s) _____ is/are objected to.

8)☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

9)☐ The specification is objected to by the Examiner.

10)☐ The drawing(s) filed on _____ is/are: a)☐ accepted or b)☐ objected to by the Examiner.

Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).

Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).

11)☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

12)☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).

a)☐ All b)☐ Some * c)☐ None of:

1.☐ Certified copies of the priority documents have been received.

2.☐ Certified copies of the priority documents have been received in Application No. _____.

3.☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

1) ☐ Notice of References Cited (PTO-892)
2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
3) ☐ Information Disclosure Statement(s) (PTO/SB/08) Paper No(s)/Mail Date _____.
4) ☐ Interview Summary (PTO-413) Paper No(s)/Mail Date. _____ .
5) ☐ Notice of Informal Patent Application
6) ☐ Other: _____.

DETAILED ACTION

1. Claims 1-66 have been examined. Application 10/795,807 (ARBITRATING THE SALE OF AD SPOTS TO INCREASE OFFER COMPETITION) has a filing date 03/08/2004 and Claims Priority from Provisional Application 60452683, filed 03/07/2003.

Response to Amendment

2. In response to Non Final Rejection filed 12/23/09, the Applicant filed a Request for reconsideration on 04/23/10.

Claim Rejections - 35 USC § 102

3. The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that form the basis for the rejections under this section made in this Office action:

> A person shall be entitled to a patent unless –
>
> (b) the invention was patented or described in a printed publication in this or a foreign country or in public use or on sale in this country, more than one year prior to the date of application for patent in the United States.

Claims 17-20 and 50-53 are rejected under 35 U.S.C. 102(b) as being anticipated by Angles (US 5,933,811).

Claims 17 and 50, Angles teaches:

A computer-implemented method comprising:

a) sending, by content provider including at least one computer, ad spot availability information for a pageview to be provided in response to a page request, to a proxy (i.e. ad server) (see col 2, line 55 – col 3, line 55) representing at least two of (i) a first ad network, (ii) a second ad network, (iii) a first ad agency,

and (iv) a second ad agency, wherein the content provider is not the proxy (see col 21, lines 15-30 "plurality of advertisers are represented by the ad server");

b) receiving, by the content provider, information concerning at least one ad corresponding to the ad spot availability information from the proxy, wherein the information concerning the at least one ad originates from an advertiser, and wherein the advertiser is different from the proxy and the content provider (see col 2, line 55 – col 3, line 55);

c) serving, by the content provider, the at least one ad corresponding to the ad spot availability information on an ad spot (see col 2, line 55 – col 3, line 55); and

d) receiving, by the content provider, payment related to the act of serving the at least one ad corresponding to the ad spot availability information on the ad spot (see col 16, lines 15-40).

Claims 18 and 51, Angles teaches:

g) paying, by the proxy, the first party using the first party payment information and a previously agreed upon guarantee (see col 16, lines 15-40).

Claims 19 and 52, Angles teaches:

g) paying, by the proxy, the first party using the first party payment information and a previously agreed upon guarantee wherein the previously agreed upon guarantee includes a profit percentage (see col 16, lines 15-40).

Claims 20 and 53, Angles teaches:

wherein the ad spot availability information includes offer rules (see col 15, lines 20-30 "using content provider information to target ads to users).

Claim Rejections - 35 USC § 102

4. The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that form the basis for the rejections under this section made in this Office action:

A person shall be entitled to a patent unless –

> (e) the invention was described in (1) an application for patent, published under section 122(b), by another filed in the United States before the invention by the applicant for patent or (2) a patent granted on an application for patent by another filed in the United States before the invention by the applicant for patent, except that an international application filed under the treaty defined in section 351(a) shall have the effects for purposes of this subsection of an application filed in the United States only if the international application designated the United States and was published under Article 21(2) of such treaty in the English language.

Claims 21-33 and 54-66 are rejected under 35 U.S.C. 102(e) as being anticipated by Patel (US 2004/0103024).

Claims 21 and 54, Patel teaches:

A computer-implemented method comprising:

a) accepting, by a proxy (see figure 2, item 253 "exchange operator ad server") including at least one computer, ad availability information from an advertiser, wherein

the ad availability information is associated with an ad to be served, and wherein the advertiser is not the proxy (see paragraphs 38, 45, 51);

b) multicasting, by the proxy, requests for offers using the accepted ad availability information associated with the ad to be served to at least two content owners, wherein the at least two content owners are different from the advertiser and the proxy (see paragraphs 44-45);

c) receiving, by the proxy, offers to place an ad of the advertiser on at least one ad spot of at least one pageview of each of the at least two content owners (see paragraphs 38-45);

d) determining, by the proxy, at least one winning ad spot using the offers (see paragraph 38-45); and

e) providing, by the proxy, information concerning at least one of the at least one winning ad spot to the advertiser (see paragraph 135).

Claims 22 and 55, Patel teaches:

f) recording, by the proxy, first party payment information (see paragraph 118).

Claims 23 and 56, Patel teaches:

g) paying, by the proxy, the first party using the first party payment information (See paragraph 118).

Claims 24 and 57, Patel teaches:

g) paying, by the proxy, the first party using the first party payment information and a previously agreed upon guarantee (see paragraph 109-118).

Claims 25 and 58, Patel teaches:

g) paying, by the proxy, the first party using the first party payment information and a previously agreed upon guarantee wherein the previously agreed upon guarantee includes a profit percentage (see paragraph 117-118).

Claims 26 and 59, Patel teaches:

wherein the ad spot availability information includes offer rules (see paragraph 113).

Claims 27 and 60, Patel teaches:

wherein at least some of the ad spot requests for offers include at least some of the offer rules (See paragraph 113).

Claims 28 and 61, Patel teaches:

wherein the ad spot requests for offers include none of the offer rules (see paragraph 116).

Claims 29 and 62, Patel teaches:

wherein the act of determining at least one winning ad enforces strict offer rule compliances (see paragraph 134).

Claims 30 and 63, Patel teaches:

wherein the act of determining at least one winning ad converts an offer that is not in compliance with an offer rule to a converted offer that is compliant with the offer rule (see paragraphs 197-199).

Claims 31 and 64, Patel teaches:

wherein the act of determining at least one winning ad that converts the offer uses estimated ad performance information (see paragraphs 197-199).

Claims 32 and 65, Patel teaches:

wherein the act of determining at least one winning ad that converts the offer uses estimated ad selection rate information (see paragraph 201-204).

Claims 33 and 66, Patel teaches:

wherein the act of determining at least one winning ad that converts the offer uses estimated ad conversion rate information (see paragraphs 201-204).

Claim Rejections - 35 USC § 103

5. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

> (a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negatived by the manner in which the invention was made.

Claims 1-16 and 34-49 are rejected under 35 U.S.C. 103(a) as being unpatentable over Eldering (US 6,324,519) in view of Detering (US 2002/0116313).

Claims 1 and 34, Eldering teaches:

A computer-implemented method comprising:

a) accepting by a proxy including at least one computer, ad spot availability information for a pageview to be provided in response to a page

request, the ad spot availability information accepted from a first party, (see col 11, lines 15-25; col 12, lines 10-35);

b) multicasting, by the proxy, ad spot requests for offers using the accepted ad spot availability information to at least two second parties, wherein the at least two second parties include at least two ad networks that are different from the first party and the proxy (see col 11, lines 55-65);

C) receiving, by the proxy, offers (see col 11, lines 55-65);

d) determining, by the proxy, at least one winning ad using the offers (see col 11, lines 55-65); and

e) providing, by the proxy, information concerning at least one of the at least one winning ad to the first party (see col 12, lines 20-25).

Eldering does not expressly teach that wherein the first party is not the proxy. However, Detering teaches a system where a server (see figure 1, item 170) functions as a proxy for content providers (see figure 1, item 180) and advertisers (see figure 1, item 110) and where said server handles request for ads opportunities from content providers and bids from advertisers in order to place an ad in the content provider based upon the winning bid (see paragraph 28-29). Therefore, it would have been obvious to a person of ordinary skill in the art at the time the application was made, to know that Eldering's content provider such as cable operator (see col 3, lines 40-65) would function as a proxy by handling a plurality of content providers and a plurality advertisers, as taught by Detering in order that said proxy handles the bidding for placing ads into content providers sites.

Claims 2, 35, Eldering teaches:

f) recording, by the proxy, first party payment information (see col 3, lines 55-65).

Claims 3 and 36, Eldering teaches:

wherein the first party is a Website owner (see col 12, lines 10-20).

Claims 4, and 37, Eldering teaches:

g) paying, by the proxy, the first party using the first party payment information (See col 3, lines 55-65).

Claims 5, 38, Eldering teaches:

g) paying, by the proxy, the first party using the first party payment information and a previously agreed upon guarantee (see col 3, lines 55-65).

Claims 6, 39, Eldering teaches:

g) paying, by the proxy, the first party using the first party payment information and a previously agreed upon guarantee (See col 3, lines 55-65) but does not teach wherein the previously agreed upon guarantee includes a profit percentage. However, Official Notice is taken that a proxy charges for serving as an intermediary between different entities in order to cover the cost for said serving. Therefore, it would have been obvious to a person of ordinary skill in the art at the time the application was made, to know that Eldering's cable operators (see col 3, lines 45-55) would charge content providers and advertisers a fee as a profit percentage for serving as an intermediary between content

providers and advertisers in order that said cable operators are able to cover the cost for said serving.

Claims 7 and 40, Eldering teaches:

f) recording by the proxy, second party billing information (see col 3, lines 55-65).

Claims 8 and 41, Eldering teaches:

wherein the act of multicasting ad spot requests for offers includes sending an ad spot request for offer to at least two of (i) a first ad network, (ii) a second ad network, (iii) a first ad agency, and (iv) a second ad agency (see col 11, lines 55-62 “receiving bids from multiple advertisers in order to obtain the highest bid possible for a commercial spot”).

Claims 9, 42, Eldering teaches:

wherein the ad spot availability information includes offer rules (see col 11, lines 15-25).

Claims 10, 43 Eldering teaches:

wherein at least some of the ad spot requests for offers include at least some of the offer rules (See col 11, lines 15-25).

Claims 11, 44, Eldering teaches:

wherein the ad spot requests for offers include none of the offer rules (see col 9, lines 25-30 "consumer charge for viewing an ad”).

Claims 12, 45 Eldering teaches:

wherein the act of determining at least one winning ad enforces strict offer rule compliances (see col 11, lines 55-62).

Claims 13, 46 Eldering does not teach:

wherein the act of determining at least one winning ad converts an offer that is not in compliance with an offer rule to a converted offer that is compliant with the offer rule. However, Detering teaches a system where offers or bids are dynamically changed in order to comply with an offer rule (see paragraph 26-28). Therefore, it would have been obvious to a person of ordinary skill in the art at the time the application was made, to know that Eldering cable operators would adjust the bid places by advertisers in order that said bids comply with an offer rule, as Detering teaches that it is old and well known in the promotion art to adjust offers in order to comply to an offer rule.

Claims 14, 47 , Eldering does not teach:

wherein the act of determining at least one winning ad that converts the offer uses estimated ad performance information. However, Detering teaches a system where offers or bids are dynamically changed in order to estimate ad performance information (see paragraph 26-28 "advertisement content seems likely to be undesired"). Therefore, it would have been obvious to a person of ordinary skill in the art at the time the application was made, to know that Eldering cable operators would adjust the bid places by advertisers in order that said bids estimate ad performance information, as Detering teaches that it is old and well known in the promotion art to adjust offers based upon ad performance information.

Claims 15, 48 Eldering does not teach:

wherein the act of determining at least one winning ad that converts the offer uses estimated ad selection rate information. However, Detering teaches a system

where offers or bids are dynamically changed in order to estimate ad selection rate information (see paragraph 26-28 "update a bid based upon reaction of users to advertisements"). Therefore, it would have been obvious to a person of ordinary skill in the art at the time the application was made, to know that Eldering cable operators would adjust the bid places by advertisers in order that said bids uses estimated ad selection rate information, as Detering teaches that it is old and well known in the promotion art to adjust offers based upon response of users to advertisements.

Claims 16, 49 Eldering does not teach:

wherein the act of determining at least one winning ad that converts the offer uses estimated ad conversion rate information. However, Detering teaches a system where offers or bids are dynamically changed in order to estimate ad conversion rate information (see paragraph 26-28 "update a bid based upon reaction of users to advertisements"). Therefore, it would have been obvious to a person of ordinary skill in the art at the time the application was made, to know that Eldering cable operators would adjust the bid places by advertisers in order that said bids uses estimated ad conversion rate information, as Detering teaches that it is old and well known in the promotion art to adjust offers based upon response of users to advertisements.

Response to Arguments

6. Applicant's arguments filed 04/23/10 have been fully considered but they are not persuasive. The Applicant argues that Angles does not anticipate claims 17-20 and 50-3 because according to the Applicant, Angles does not teach at least two of a first ad network, second ad network, first ad agency and a second ad agency and the at least

one ad originates from an advertiser, wherein the advertiser is different from the proxy and the content provider. The Examiner answers that Angles teaches that the advertisement provider (see figure 4, item 18) functions as a proxy representing a plurality of advertisers (i.e. ad agencies) and where at least one ad originates from an advertiser that pays for advertising directed at specific demographic target groups and where said advertiser is billed based on actual delivery of the ad to pertinent consumers (see col 4, lines 1-5). Therefore, contrary to Applicant's argument, Angles anticipates Applicant's claimed invention.

The Applicant argues with respect to claim 21 that Patel does not teach Applicant's claimed invention because the exchange system of Patel does not multicast advertiser offers to publishers. The Examiner answers that Patel teaches that advertisers are able to instantly submit for viewing by all publishers any number of offers on the exchange system (see paragraph 51). Therefore, contrary to Applicant's argument, Patel teaches multicasting advertisers offers to publishers.

The Applicant argues with respect to claims 1-16 and 34-49 that the cable show of Eldering is not a pageview and is not broadcast in response to a page request. The Examiner answers that Eldering teaches a pageview in response to a page request (see col 12, lines 9-32). Therefore, contrary to Applicant's argument, Eldering teaches Applicant's claimed limitation.

The Applicant argues that Eldering fails to teach wherein the proxy multicasts request for offers to at least two second parties using the ad spot availability information (accepted from the first party). The Examiner answers that Eldering teaches that the

server hosting the page announces an advertising opportunity to advertisers, who then place bids to have their ads transmitted to the consumer (see col 12, lines 14-32). Therefore, contrary to Applicant's argument, Eldering teaches Applicant's claimed limitation.

The Applicant argues that the prior arts Eldering and Detering are not combinable. The Examiner answers that Eldering does not expressly teach that wherein the first party is not the proxy. However, Detering teaches a system where a server (see figure 1, item 170) functions as a proxy for content providers (see figure 1, item 180) and advertisers (see figure 1, item 110) and where said server handles request for ads opportunities from content providers and bids from advertisers in order to place an ad in the content provider based upon the winning bid (see paragraph 28-29). Therefore, it would have been obvious to a person of ordinary skill in the art at the time the application was made, to know that Eldering's content provider such as cable operator (see col 3, lines 40-65) would function as a proxy by handling a plurality of content providers and a plurality advertisers, as taught by Detering in order that said proxy handles the bidding for placing ads into content providers sites.

Conclusion

7. **THIS ACTION IS MADE FINAL.** Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not

mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the mailing date of this final action.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to DANIEL LASTRA whose telephone number is 571-272-6720 and fax 571-273-6720. The examiner can normally be reached on 9:30-6:00.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, LYNDA C JASMIN can be reached on (571) 272-6782. The official Fax number is (571) 273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see http://pair-direct.uspto.gov. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free).

/DANIEL LASTRA/
Primary Examiner, Art Unit 3688
July 8, 2010